

DISTRIBUTOR AGREEMENT TERMS & CONDITIONS

VIEW REWARDS PLAN - VIEW POLICY & PROCEDURES

I. AGREEMENTS

1. I understand that as an Independent Distributor ("Associate") for J&J Inventory Management Systems, Inc. dba "TruRise™" (hereinafter "TruRise™"):

- a) I have the right to sell and solicit orders for TruRise products and services in accordance with these Terms & Conditions. I understand that it is within the exclusive right of TruRise to accept or reject such orders.
- b) I have the right to enroll persons as Associates of TruRise.
- c) If qualified, I have the right to earn commissions pursuant to the TruRise Compensation Plan.

2. I agree that as a TruRise Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of TruRise. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF TRURISE. FOR FEDERAL OR STATE TAX PURPOSES.** TruRise is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from TruRise. I certify that:

- a) The number shown on this form is my correct SSN or EIN (or I am waiting for a number to be issued to me), and
- b) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- c) I am a U.S. citizen or U.S. resident with a SSN.

3. I have carefully read and agree to comply with the TruRise Policies & Procedures and the TruRise Rewards Plan, each of which are incorporated into and made a part of these Terms & Conditions (these three documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Policies & Procedures at the time I execute this Agreement, I understand that they

are posted in my TruRise Cloud Office/Back Office. I will review the Policies & Procedures within five days from the date on which I execute this Agreement. If I do not agree to the Policies & Procedures, my sole recourse is to notify the company and cancel my TruRise Agreement. Failure to cancel constitutes my acceptance of the Policies & Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from TruRise. I understand that the Agreement may be amended at the sole discretion of TruRise, and I agree to abide by all such amendments. Notification of amendments shall be posted in my TruRise Cloud Office. Amendments shall become effective thirty (30) days after notice of the amendment is posted, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my TruRise business or my acceptance of bonuses or commissions after the effective date of amendments shall constitute my acceptance of any and all amendments.

4. The term of this Agreement is one year (subject to prior cancellation pursuant to the Policies & Procedures). If I do not renew my TruRise business by paying the annual renewal or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell TruRise products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** TruRise reserves the right to terminate all Distributor Agreements upon thirty (30) days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

5. I may not assign any rights under the Agreement without the prior written consent of TruRise. Any attempt to transfer or assign the Agreement without the express written consent of TruRise renders the Agreement voidable at the option of Trurise and may result in termination of my business.

6. TruRise, including but not limited to any of its affiliates and/or subsidiaries, may transfer or assign this Agreement in its sole discretion. In the case that the Associate does not accept the transfer or assignment, it may provide written notice that it wishes to terminate this Agreement. In the event of such notice being provided, the termination will become effective immediately. In the event TruRise chooses not to transfer an Associate Agreement termination will be effective immediately.

7. I understand that if I fail to comply with the terms of the Agreement, TruRise may impose upon me disciplinary sanctions as set forth in the Policies & Procedures.

8. TruRise, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release TruRise and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release TruRise and its affiliates from all liability arising from or relating to my promotion or operation of my TruRise business and any activities related to it (e.g., the presentation of TruRise products or Rewards Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify TruRise for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by TruRise at its discretion, constitutes the entire contract between TruRise and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

12. If there is any conflict between the Associate Terms & Conditions and the Policies & Procedures, the Policies & Procedures shall prevail.

13. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and TruRise from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies & Procedures. TruRise shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving the dispute through mediation, the dispute shall be settled totally and finally by confidential arbitration as more fully described in the Policies & Procedures.

14. Notwithstanding the foregoing, either Party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the State of Oklahoma.

15. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.**

16. If a Distributor wishes to bring an action against TruRise for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against TruRise for such act or omission. **Distributor waives all claims that any other statute of limitations applies.**

17. I grant TruRise an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.

18. I hereby give my express consent to the Company to send e-mail messages, text messages, and/or notify me by phone or facsimile regarding its products, services, compensation, and offer other topics that the Company determines may be of interest or benefit to me. I agree that my receipt of such messages will not be deemed a violation of any federal or provincial legislation or regulations.

19. A faxed copy of the Agreement shall be treated as an original in all respects.

20. I certify that I am at least 18 years of age.

II. TRURISE REFUNDS AND RETURNS POLICY

- TruRise products produce different results for different people and TruRise does not guarantee specific results, but TruRise offers a 30-day Money Back Guarantee if certain conditions are met. Customers should follow the directions with each product received.

- The Customer is responsible for all return and reshipping shipping costs.

- The success of TruRise depends on sales to the ultimate consumer and all forms of stockpiling are strictly prohibited including, but not limited to, purchases of products primarily for purposes of qualifying for additional compensation. TruRise recognizes that Associates will purchase products for their own use; however, The Company strictly prohibits the purchase of products in unreasonable amounts.

- Associates must request all refunds in writing. The return must include the packing slip and a note stating why the product is being returned. For all 30 day Money Back Guarantee refunds, the Company must receive a written request no later than 30 days from the date the order was placed with the TruRise in order to obtain a full refund. Any returned product without proper written notification will be subject to the standard return policy. Upon approval, the Associate will be given a

refund on the same payment method used to place the original order. Please note all returned products must comply with the following requirements:

- a) The unused portion of the product must be returned in its original container.
- b) Product must be returned in marketable condition if it is not covered by the 30-day Money-Back Guarantee program.

- Refused or delivery attempt failed and the shipment is returned to TruRise without Company approval or notification as to why they refused or undeliverable package has been returned to us will be processed according to our return policy and will also be deducted a returned shipment and processing fees of 15%.

- It is the policy of the TruRise to allow Associates to exchange previously purchased products. However, the product exchange policy should not be abused or used to defraud the Company. No exchanges will be made on any discounted or discontinued product or product purchased over 60 days old from the invoice date. All product exchange must be in current marketable condition. The best and most economic means of shipping is suggested since all shipping costs are incurred by the Associate or Customer.

- In order to process properly a refund or exchange, Associates and/or customers shall comply with the following procedures:

- a) All returns shall be sent to TruRise and shall be accompanied by:
 1. a signed statement from the purchaser identifying the reason for the return;
 2. a copy of the original sales receipt; and
 3. the name, address and telephone number of the purchaser.

b) The customer will pay the cost of shipping for the replacement product (s)

c) Original shipping charges are not refundable.

d) All products must be in their original containers and in marketable condition.

e) Should TruRise rejects an exchange or refund due to not meeting the exchange/return policy, it will be the responsibility of the Associate to notify the Company to justify the reason for reshipment of the product. After 10 days of non-response by the Associate for return of such products, the Company will discard the products without compensation to the distributor and the Company will be released from any liability.

- Associates may only return product for product credit unless they are cancelling their Distributorship.

- In the case of an Associate resignation or termination, the Associate has sixty (60) days (or longer where required by law) from the ship date to return products for a refund.

- An Associate whose Agreement with The Company is terminated has the right to return for repurchase on commercially reasonable terms and currently marketable products, promotional materials and sales aids in the possession of, and purchased by, the terminating Associate. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of marketable inventory or sales within 60 days from Associate's date of purchase at not less than 90% of Associate's original net cost less 10% for restocking other expenses.
- Once the returned order is received and inspected at the Returns Processing Center (usually within 10 business days), a refund will be processed to the credit card used to purchase the order. Depending on the credit card company, it may take an additional 2-10 business days after a refund is applied for monies to post to the Customer's account.
- All returns must be accompanied with the original, or a copy of the original, packing slip.
- All apparel and merchandise should be returned in original packaging and in "new" condition. If opened, the items must be in new condition and accompanied by original packaging with all original tags still attached. "New" condition is defined as being without any alterations, defects or damages that would prevent the resale of the item.
- If an item is returned that is not eligible for refund, you will be notified by Customer Support.
- All items sold at the TruRise events must be returned or exchanged at the time and place of the event.
- All printed business materials must still be in resalable condition, complete, unopened and in the original packaging in order to process a return and/or refund.
- For additional information specific to Distributors please see the TruRise Policies & Procedures and the TruRise Associate Terms & Conditions.

Customer Support Hours of Operation:

(Hours are based on the Central Standard time zone)

Monday - Friday: 7:00 am to 5:00 pm CST

info@trurise.com